

FELDMAN & ASSOCIATES, PLLC

570 Grand Avenue

Englewood, New Jersey 07631

201-645-4559

Attorneys for Plaintiff

-----X
99 SECOND REALTY LLC,

Plaintiff

vs.

**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
HUDSON COUNTY
Docket No. SWC-F-007273-20**

CIVIL ACTION

1. 187 PINE STREET ASSOCIATES, LLC
2. AJIT SINGH BAINS
3. DALJIT BAINS

JOHN DOE "1" through JOHN DOE "10"
both inclusive; Defendants JOHN DOE "1"
through JOHN DOE "10" regardless of
number being each a separate Defendant and
being fictitious and unknown to the Plaintiff,
the persons or parties intended being the
tenants, occupants, persons or corporations,
if any, having or claiming an interest in or
lien upon the premises described in the
complaint;

Defendants

-----X

**AMENDED COMPLAINT
IN FORECLOSURE**

Plaintiff, 99 SECOND REALTY LLC (hereinafter "**Plaintiff**"), a New York limited liability company having its principal offices at 377 Park Avenue South, 3rd Floor, in the City, County and State of New York, by way of Complaint against Defendants states:

FIRST COUNT

1. Plaintiff is the owner of the building in the City, County and State of New York located at 99 Second Avenue (the "**Building**").
2. BLCH I, LLC ("**BLCH**") was a tenant in the Building pursuant to a written lease.
3. Plaintiff lawfully evicted BLCH on April 30, 2015. However, Plaintiff agreed to restore BLCH into possession pursuant to a certain Stipulation of Settlement ("**Stipulation**")

dated March 20, 2016 in favor of Plaintiff , a copy of which is annexed hereto as Exhibit A.

4. Defendant AJIT BAINS had guaranteed the lease between Plaintiff and BLCH. The three Defendants herein (collectively, **“Guarantors”**), executed the Stipulation as Guarantors of, *inter alia*, of the payments due thereunder.
5. As security for their guaranty of the Stipulation, Guarantors executed Mortgages (individually **“Mortgage”** and, collectively **“Mortgages”**) in favor of Plaintiff , each in the face amount of \$686,502.13, dated March 10, 2016.
6. The Mortgage executed and delivered by Defendant 187 PINE STREET ASSOCIATES, LLC was recorded in the Office of the Register of Hudson County on April 20, 2016 in Book 18720, page 744. A copy of the recorded Mortgage is annexed hereto as Exhibit B.
7. Said Mortgage presently encumbers certain real property and improvements located in the City of Jersey City, County of Hudson, as more fully described in said Mortgage.
8. The Mortgage executed and delivered by Defendants AJIT SINGH BAINS and DALJIT BAINS was recorded in the recorded in the Office of the Clerk of Mercer County on April 11, 2016 in Book 11192, page 750. A copy of the recorded Mortgage is annexed hereto as Exhibit C.
9. Said Mortgage presently encumbers certain real property and improvements located in the Township of West Windsor, County of Mercer, State of New Jersey as more fully described in said Mortgage.
10. The signatories to the Stipulation defaulted under the terms of the Stipulation, by not paying the monthly payments amount as and when due. Guarantors also defaulted under the terms of the Stipulation, by not paying the monthly payments amount as and when due

after the default of BLCH. As a result a letter was sent to Guarantors on December 2, 2016 notifying them of the default. As of that date a total of \$558,949.69 was due and owing (a copy of the letter and attachments is annexed as Exhibit D).

11. Since such date payments were received until April 18, 2018; however, the amounts due exceeded the payments and BLCH did not vacate until August 2018. As a result, as of August 1, 2018 the total due from BLCH and, thus, Guarantors was \$99,513.73 for the second floor and \$721,786.06 for the store space, for a total of \$821.299.79 as set forth on Plaintiff's ledgers, a copy of which is annexed as Exhibit E.
12. Despite due demand Guarantors failed to pay said \$821.299.79, which amount remains outstanding.

WHEREFORE, Plaintiff, 99 SECOND REALTY LLC, demands judgment against Defendants as follows:

- (a) In the amount of \$821.299.79 due on the Stipulation as secured by its Mortgage;
- (b) Barring and foreclosing defendants and all of them from all equity of redemption in and to the Mortgaged Premises;
- (c) Directing that Plaintiff be paid the amount due on its Mortgage together with interest to date of payment plus costs of suit, including reasonable counsel fees;
- (d) Directing that the Mortgaged Premises be sold according to law to satisfy the amount due Plaintiff and should such sales not yield sufficient sums to satisfy the amount due Plaintiff, Plaintiff be awarded judgment in the amount of such deficiency; and
- (e) Directing that Plaintiff be granted the right to possession of the Mortgaged Premises, or at Plaintiff's option, appointing a Receiver of the rents and profits of the Mortgaged Premises; and
- (f) Such other relief as the Court shall deem equitable.

SECOND COUNT

1. Plaintiff, repeats each and every allegation set forth in the First Count and expressly makes

same part of this Second Count as if more fully set forth herein.

2. Plaintiff demands of Defendants possession of the Mortgaged Premises with the appurtenances.
3. Plaintiff states that its right to possession of the Mortgaged Premises occurred on or about August 1, 2018.
4. Borrowers have wrongfully deprived Plaintiff of possession of said Mortgaged Premises and appurtenances thereto since said date.


WHEREFORE, Plaintiff, 99 SECOND REALTY LLC, demands judgment against Defendants granting:

- (a) Possession of the Mortgaged Premises and appurtenances;
- (b) Damages for mesne profits; and
- (c) Costs of suit including reasonable counsel fees.

FELDMAN & ASSOCIATES, PLLC
Attorneys for Plaintiff

BY: 

EDWARD S. FELDMAN, ESQ.

Dated: August 7, 2020 

CERTIFICATION

Plaintiff, by its attorneys, hereby certifies that the within action is not the subject of any other action pending in any court or any arbitration proceeding nor is any other action or arbitration proceeding contemplated.

FELDMAN & ASSOCIATES, PLLC
Attorneys for Plaintiff

BY: 
EDWARD S. FELDMAN, ESQ.

Dated: August 7, 2020

EXHIBIT A STIPULATION

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK: NON-HOUSING PART 52

-----X
99 SECOND REALTY LLC,

Index No.
L&T 60272/13

Petitioner/Landlord,

-against-

BLCH I LLC,

Respondent/Tenant,

-and-

ABC CORP.,

Respondent(s)/Undertenant(s).

Premises: The Store and Partial Basement
thereunder in the Building known as
99 Second Avenue
New York, New York 10003
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WHEREAS, Petitioner 99 Second Realty LLC ("Petitioner") is the owner and landlord of The Store and Partial Basement thereunder ("Premises") in the building known as and located at 99 Second Avenue, New York, New York; and

WHEREAS, Respondent BLCH I LLC ("Respondent") is the former tenant of the Premises pursuant to a lease for the Premises ("Lease") having been lawfully evicted from the Premises on April 30, 2015; and

WHEREAS, Respondent acknowledges that it was lawfully evicted from the Premises by a New York City Marshal on April 30, 2015 and has no rights to possession of the Premises but has nevertheless requested that it be restored to possession of the Premises and that the Lease for the Premises be reinstated conditioned upon its payment of all rents, additional rents and legal fees in accordance with the terms of this Stipulation; and

WHEREAS, while under no obligation to do so, Petitioner has agreed to restore Respondent to possession of the Premises following its eviction and to reinstate the Lease for the Premises conditioned upon Respondent's strict compliance with the terms of this Stipulation; and

NOW, based on the foregoing, it is hereby agreed by and between the respective parties as follows:

1. The above referenced recitals are specifically incorporated into the body of this Stipulation and shall be binding upon the parties hereto, to the extent applicable.

2. Respondent acknowledges that there is currently \$441,433.50 due and owing in rents and additional rents (exclusive of late fees) due through March 31, 2016 (the "Arrears").

3. Respondents shall repay the Arrears in forty-eight (48) consecutive monthly payments in the amount of \$10,165.90 commencing upon the execution of this Stipulation and on the 15th day of every month hereafter commencing April 15, 2016 and for forty-six (46) consecutive months thereafter ("Arrears Payments"). The Arrears Payments shall be made by bank or certified checks only made payable to the Petitioner.

4. Upon the payment due simultaneously herewith, Petitioner shall restore Respondent to possession of the Premises and shall reinstate the Lease.

5. In addition to the Arrears Payments, Respondent shall timely pay all rent and additional rent due pursuant to the Lease for the Premises ("Current Rent Payments") commencing with the April 1, 2016 rent and additional rent.

6. In the event Respondent fails to timely make any of the Arrears Payments or Current Rent Payments, then after five (5) days written notice (single notice), by hand delivery, overnight mail or certified mail, return receipt requested to the Premises, Petitioner shall cause the marshal to re-execute on the Warrant of Eviction. In addition, Petitioner may enforce its rights with respect to all present and future monies owed (less any payments made). Notice shall be deemed received on the date of delivery or rejection or two (2) days after mailing.

7. Time is of the essence with respect to Respondent's obligations to make all payments in this Stipulation. All payments shall be made by bank's check or money order. Petitioner may accept partial payments without prejudice.

8. In order to induce Petitioner to enter into this Stipulation and in consideration of the Petitioner restoring Respondent to possession of the Premises and reinstating the Leases, 187 PINE STREET ASSOCIATES, LLC, a New Jersey limited liability company with offices located at 102 Aspen Drive, West Windsor, New Jersey 08850 and AJIT SINGH BAINS and DALJIT BAINS, residing at 102 Aspen Drive, West Windsor, New Jersey 08850

(collectively "Guarantors"), hereby unconditionally and irrevocably guarantee to Petitioner, its endorsees, transferees, successors and assigns, jointly and severally, the full and prompt payment of the Arrears pursuant to their Guaranty and Security Agreement dated this day secured by the collateral set forth in such Agreement.

9. The obligations of Respondent pursuant to the Leases continue to be guaranteed by AJIT BAINS and SATINDER SHARMA ("Lease Guarantors") pursuant to their Limited Guaranty dated on February 18, 2011 ("Limited Guarantees"), which are hereby ratified and confirmed.

10. This Stipulation is being signed simultaneously with the Stipulation under Index No. L&T 60271/13 and a default thereunder shall be deemed a default hereunder.

11. It is understood that provided the Arrears continue to be paid as required herein, the payments shall not be accelerated as a result of any future breach of the Leases or any Bankruptcy filings by any of the Guarantors and the Lease Guarantors shall be limited to their obligations pursuant to the Limited Guarantees

12. The parties and attorneys executing this Stipulation represent that they have the full authority to enter into this Stipulation. This Stipulation shall be binding and enforceable even if not so-ordered by a Judge.

13. This Stipulation may be submitted by Petitioner, ex parte, for the purpose of causing the Stipulation to be "so-ordered".


14. The within Stipulation may not be changed or modified in any manner whatsoever except by a written document signed by all the parties hereto and so-ordered by any Judge of the Civil Court of the City of New York.

15. This Stipulation may be executed in counterparts and facsimile and/or e-mail signatures shall be deemed the original for purposes of filing.

SIGNATURES ON FOLLOWING PAGE

Dated: New York, New York
March 10, 2016

99 SECOND REALTY LLC
Petitioner

By: 
GEORGE LAVIAN, Member

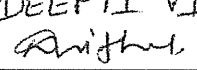
JAY L. YACKOW
Attorney for Petitioner

By: _____
JAY L. YACKOW, ESQ.


BLCH I LLC

By: 
AJIT BAINS, MEMBER

NITIN KAUSHIK
Attorney for Respondents
and Guarantors


DEEPTI VITHAL, ESQ.
By: 

LEASE GUARANTORS:


AJIT BAINS


SATINDER SHARMA

GUARANTORS:


AJIT SINGH BAINS


DALJIT K. BAINS

187 PINE STREET ASSOCIATES, LLC

By: 
AJIT BAINS, MANAGING MEMBER

ARREARS PAYMENTS AND CURRENT RENT PAYMENTS SCHEDULE

Beginning Balance - Per Stipulation	\$441,433.50
Late Charge waived for March, 2016	1,043.35
Adjustment	[6.15]

Per ledger \$442,470.70

Current Rent Payments Due Per Stipulation:

4/1/16 w/ late charge	\$ 22,750.35
Bounced Check Charge	25.00
5/1/16 w/ late charge	\$ 22,750.35
6/1/16 w/ late charge	\$ 22,750.35
7/1/16 w/ late charge	\$ 23,005.35
8/1/16 w/ late charge	\$ 23,005.35
9/1/16 w/ late charge	\$ 23,005.35
Bounced Check Charge	25.00
10/1/16 w/ late charge	\$ 23,005.35
11/1/16 w/ late charge	\$ 23,005.35
Bounced Check Charges	50.00
11/23/16 Water and Sewer Charges	\$ 18,285.09
12/1/16 Rent	\$ 21,962.00

Total Current Rent Payments Due Per Stipulation:	\$223,624.89	\$223,624.89
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Arrears Payments Due Per Stipulation:

4/15/16	\$ 10,165.90
5/15/16	\$ 10,165.90
6/15/16	\$ 10,165.90
7/15/16	\$ 10,165.90
8/15/16	\$ 10,165.90
9/15/16	\$ 10,165.90
10/15/16	\$ 10,165.90
11/15/16	\$ 10,165.90

Total Arrears Payments Due Per Stipulation: \$ 81,327.20

Total Current Rent Payments and Arrears Payments Due Per Stipulation:	\$304,952.09
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Less: Payments Made:

3/29/16	\$ 10,165.90
4/21/16	20,000.00
6/10/16	20,990.00
8/1/16	20,990.00
8/22/16	5,000.00
8/23/16	5,000.00
10/5/16	5,000.00
11/15/16	15,000.00
11/22/16	5,000.00

Total Payments Made:	\$107,145.90	\$107,145.90	\$107,145.90
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Balance Due To Date:	<u>\$197,806.19</u>
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Balance Per Ledger	<u>\$558,949.69</u>
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99 Second Realty, LLC

377 Park Ave South, 3rd Floor
New York, NY 10016
212-213-2500

Statement

BLCH I, LLC
99 Second Avenue, STORE
New York, NY 10003

Date
December 02, 2016

Opening Balance \$373,376.36

Date	Description	Charges	Payments	Balance
01/01/2016	Rent	20,259.00		393,635.36
01/01/2016	Real Estate Taxes	840.00		394,475.36
01/11/2016	Late Fees	1,012.95		395,488.31
01/21/2016	Payment		20,990.00	374,498.31
01/26/2016	Water & Sewer (Oct 14 - Jan 13, 2016)	4,806.69		379,305.00
01/26/2016	Water & Sewer (Service Fee)	150.00		379,455.00
02/01/2016	Rent	20,867.00		400,322.00
02/01/2016	Real Estate Taxes	840.00		401,162.00
02/02/2016	NSF Check Fee	25.00		401,187.00
02/02/2016	NSF Check	20,990.00		422,177.00
02/10/2016	Payment		16,000.00	406,177.00
02/11/2016	Late Fees	1,043.35		407,220.35
03/01/2016	Rent	20,867.00		428,087.35
03/01/2016	Real Estate Taxes	840.00		428,927.35
03/10/2016	Legal Fees	12,500.00		441,427.35
03/11/2016	Late Fees	1,043.35		442,470.70
03/29/2016	Payment		10,165.90	432,304.80
04/01/2016	Rent	20,867.00		453,171.80
04/01/2016	Real Estate Taxes	840.00		454,011.80
04/11/2016	Late Fees	1,043.35		455,055.15
04/13/2016	Payment		10,495.00	444,560.15
04/21/2016	NSF Check Fee	25.00		444,585.15
04/21/2016	NSF Check	10,495.00		455,080.15
04/21/2016	Payment		20,000.00	435,080.15
05/01/2016	Rent	20,867.00		455,947.15
05/01/2016	Real Estate Taxes	840.00		456,787.15
05/11/2016	Late Fees	1,043.35		457,830.50
06/01/2016	Rent	20,867.00		478,697.50
06/01/2016	Real Estate Taxes	840.00		479,537.50
06/10/2016	Payment		20,990.00	458,547.50
06/11/2016	Late Fees	1,043.35		459,590.85
07/01/2016	Rent	20,867.00		480,457.85
07/01/2016	Real Estate Taxes	1,095.00		481,552.85
07/11/2016	Late Fees	1,043.35		482,596.20
07/12/2016	Payment		20,990.00	461,606.20
08/01/2016	Rent	20,867.00		482,473.20
08/01/2016	Real Estate Taxes	1,095.00		483,568.20
08/11/2016	Late Fees	1,043.35		484,611.55
08/22/2016	Payment		5,000.00	479,611.55
08/23/2016	Payment		5,000.00	474,611.55
09/01/2016	Rent	20,867.00		495,478.55
09/01/2016	Real Estate Taxes	1,095.00		496,573.55
09/11/2016	Late Fees	1,043.35		497,616.90
09/21/2016	Payment		5,000.00	492,616.90

Statement

BLCH I, LLC
99 Second Avenue, STORE
New York, NY, 10003

Date
December 02, 2016

Date	Description	Charges	Payments	Balance
09/28/2016	NSF Check	5,000.00		497,616.90
09/28/2016	NSF Check Fee	25.00		497,641.90
10/01/2016	Rent	20,867.00		518,508.90
10/01/2016	Real Estate Taxes	1,095.00		519,603.90
10/05/2016	Payment		5,000.00	514,603.90
10/11/2016	Late Fees	1,043.35		515,647.25
10/27/2016	Payment		5,000.00	510,647.25
10/31/2016	Payment		5,000.00	505,647.25
11/01/2016	Rent	20,867.00		526,514.25
11/01/2016	Real Estate Taxes	1,095.00		527,609.25
11/04/2016	NSF Check	5,000.00		532,609.25
11/04/2016	NSF Check Fee	25.00		532,634.25
11/04/2016	NSF Check	5,000.00		537,634.25
11/04/2016	NSF Check Fee	25.00		537,659.25
11/11/2016	Late Fees	1,043.35		538,702.60
11/15/2016	Payment		15,000.00	523,702.60
11/22/2016	Payment		5,000.00	518,702.60
11/23/2016	Water & Sewer (1/13 - 4/13/16)	3,730.86		522,433.46
11/23/2016	Water & Sewer (Service Fee)	150.00		522,583.46
11/23/2016	Water & Sewer (4/13 - 7/13/16)	5,389.02		527,972.48
11/23/2016	Water & Sewer (Service Fee)	150.00		528,122.48
11/23/2016	Water & Sewer (7/13 - 10/27)	8,715.21		536,837.69
11/23/2016	Water & Sewer (Service Fee)	150.00		536,987.69
12/01/2016	Rent	20,867.00		557,854.69
12/01/2016	Real Estate Taxes	1,095.00		558,949.69

EXHIBIT B
MORTGAGE RECORDED
IN HUDSON COUNTY

Hudson County Register 20160420060062330 Bk:18720 Pg:744 1/5

Mortgage

20160420060062330 1/5
04/20/2016 10:43:14 AM MORTGAGES
Bk: 18720 Pg: 744
Pamela E. Gardner
Hudson County, Register of Deeds
Receipt No. 1115582

This mortgage is made on March 10, 2016

BETWEEN

187 PINE STREET ASSOCIATES, LLC, a New Jersey limited liability company whose address is 104 Aspen Drive, West Windsor, New Jersey 08550

referred to as the "Mortgagor"

AND

99 SECOND REALTY LLC, a New York limited liability company whose address is 377 Park Avenue South, 3rd floor, New York, New York 10016

referred to as the "Secured Party"

1. This mortgage is given as collateral pursuant to a Guaranty and Security Agreement of even date made by the mortgagors to the secured party guarantying the liabilities of BLCH I LLC, AJIT BAINS and SATINDER SHARMA to secured party in the amount of \$686,502.13 and securing the guaranty with this mortgage.

2. **Property Mortgaged.** The property mortgaged (called the "Property") to the secured party is located in the City of Jersey City, County of Hudson and State of New Jersey. The Property includes: (a) the land; (b) all buildings that are now, or will be, located on the land; (c) all fixtures that are now, or will be, attached to the land or building(s) (for example, furnaces, bathroom fixtures and kitchen cabinets); (d) all condemnation awards and insurance proceeds relating to the land and building(s); and (e) all other rights that mortgagor has, or will have, as owner of the Property. The legal description is: Block 2021, Lot 88

See attached Legal Description annexed hereto and made a part hereof.

3. **Rights Given to Secured Party.** Mortgagor mortgages the Property to the secured party. This means that mortgagor gives the secured party those rights stated in this Mortgage and also those rights the law gives to secured parties who hold mortgages on real property. When mortgagor pay all amounts due to the secured party under the Guaranty and Security Agreement and this Mortgage, the secured party's rights under this Mortgage will end. The secured party will then cancel this Mortgage at mortgagor's expense.

4. **Promises.** Mortgagor makes the following promises to the Secured party:

a. Mortgagor will comply with all of the terms of the Guaranty and Security Agreement and this Mortgage.

b. Mortgagor will make all payments required by the Guaranty and Security Agreement and this Mortgage.

c. **Ownership.** Mortgagor warrants title to the premises (N.J.S.A. 46:9-2). This means mortgagor owns the Property and will defend mortgagor's ownership against all claims.

d. **Liens and Taxes.** Mortgagor will pay all liens, taxes, assessments and other government charges made against the Property when due. Mortgagor will not claim any deduction from the taxable value of the Property because of this Mortgage. Mortgagor will not claim any credit against the liabilities payable under the Guaranty and Security Agreement and this Mortgage for any taxes paid on the Property.

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e. Insurance. Mortgagor must maintain extended coverage fire or property insurance on the Property. The secured party may also require that mortgagor maintain flood insurance or other types of insurance. The insurance companies, policies, amounts, and types of coverage must be acceptable to the secured party. Mortgagor notifies the secured party in the event of any substantial loss or damage. The secured party may then settle the claim on mortgagor's behalf if mortgagor fails to do so. All payments from the insurance company must be payable to the secured party under a "standard mortgage clause" in the insurance policy. The secured party may use any proceeds to repair and restore the Property or to reduce the amount due under the Guaranty and Security Agreement and this Mortgage. This will not delay the due date for any payment under the Guaranty and Security Agreement and this Mortgage.

f. Repairs. Mortgagor will keep the Property in good repair, neither damaging nor abandoning it. Mortgagor will allow the secured party to inspect the Property upon reasonable notice to me.

g. Statement of Amount Due. Upon request of the secured party, mortgagor will certify to the secured party in writing: (a) the amount due on the Guaranty and Security Agreement and this Mortgage, and (b) whether or not mortgagor has any defense to mortgagor's obligations under the Guaranty and Security Agreement and this Mortgage.

h. Rent. Mortgagor will not accept rent from any tenant for more than one month in advance.

i. Lawful Use. Mortgagor will use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

5. Eminent Domain. All or part of the Property may be taken by a government entity for public use. If this occurs, mortgagor agrees that any compensation be given to the secured party. The secured party may use this to repair and restore the Property or to reduce the amount owed on the Guaranty and Security Agreement and this Mortgage. This will not delay the due date for any further payment under the Guaranty and Security Agreement and this Mortgage. Any remaining balance will be paid to mortgagor.

6. Intentionally Deleted.

7. Payments Made for Mortgagor. If mortgagor does not make all of the repairs or payments as agreed in this Mortgage, the secured party may do so for mortgagor. The cost of these repairs and payments will be added to the liabilities, will bear interest at the same rate provided in the Guaranty and Security Agreement and will be repaid to the secured party upon demand.

8. Default. The secured party may declare that mortgagor in default on the Guaranty and Security Agreement and this Mortgage if:

- a. Mortgagor fails to make any payment required by the Guaranty and Security Agreement and this Mortgage;
- b. Mortgagor fails to keep any other promise mortgagor makes in this Mortgage;
- c. the ownership of the Property is changed for any reason;
- d. the holder of any lien on the Property starts foreclosure proceedings; or
- e. bankruptcy, insolvency or receivership proceedings are started by or against the mortgagor.

9. Payments Due Upon Default. If the secured party declares that mortgagor is in default, mortgagor must immediately pay the full amount of all unpaid liabilities and other amounts due pursuant to the Guaranty and Security Agreement and this Mortgage and the secured party's costs of collection and reasonable attorney fees.

Hudson County Register 20160420060062330 3/5

10. Secured Party's Rights Upon Default. If the secured party declares that the Guaranty and Security Agreement and this Mortgage are in default, the secured party will have all rights given by law or set forth in this Mortgage. This includes the right to do any one or more of the following:

- a. take possession of and manage the Property, including the collection of rents and profits;
- b. have a court appoint a receiver to accept rent for the Property (mortgagor consents to this);
- c. start a court action, known as foreclosure, which will result in a sale of the Property to reduce mortgagor's obligations under the Guaranty and Security Agreement and this Mortgage; and
- d. sue mortgagor for any money that mortgagor owes the secured party.

11. Notices. All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the address given in this Mortgage. Address changes may be made upon notice to the other party. Notices shall be deemed received upon delivery or rejection or two (2) days after mailing.

12. No Waiver by Secured Party. Secured party may exercise any right under this Mortgage or under any law, even if secured party has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Secured party does not waive its right to declare that mortgagor is in default by making payments or incurring expenses on mortgagor's behalf.

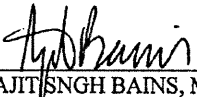
13. Each Person Liable. This Mortgage is legally binding upon mortgagor and all who succeed to its responsibilities (such as heirs and executors). The secured party may enforce any of the provisions of the Guaranty and Security Agreement and this Mortgage against the mortgagor who signs this Mortgage.

14. No Oral Changes. This Mortgage can only be changed by an agreement in writing signed by both the mortgagor and the secured party.

15. Signatures. Mortgagor agrees to the terms of this Mortgage.

Witnessed or Attested by:

187 PINE STEEET ASSOCIATES, LLC

By 
AJIT SINGH BAINS, MANAGING MEMBER

Hudson County Register 20160420060062330 4/5

STATE OF NEW JERSEY, COUNTY OF

SS:

I CERTIFY that on _____ personally came before me and stated to my satisfaction that this person (or if more than one, each person): (a) was the maker of the attached instrument; and, (b) executed this instrument as his or her own act.

Print name and title below signature

STATE OF NEW YORK, COUNTY OF NEW YORK

SS:

I CERTIFY that on March 10, 2016

AJIT BAINS

personally came before me and stated to my satisfaction that this person (or if more than one, each person): (a) was the maker of the attached instrument; (b) was authorized to and did execute this instrument as managing member

Of 187 PINE STREET ASSOCIATES, LLC, the entity named in this instrument; and, (c) executed this instrument as the act of the entity named in this instrument.

Print name and title below signature

MORTGAGE

Dated: March 10, 2016

JAY L. YACKOW
NOTARY PUBLIC - STATE OF NEW YORK
NO. 4793749
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES OCT. 31, ~~2017~~ 2017

187 PINE STREET ASSOCIATES, LLC

Mortgagor

TO

99 SECOND REALTY LLC

Secured Party.

Record & Return to:

JAY L. YACKOW, ESQ.
355 Post Avenue, Suite 201
Westbury, New York 11501

Hudson County Register 20160420060062330 5/5

FIRST AMERICAN TITLE INSURANCE COMPANY

TITLE INSURANCE COMMITMENT

File Number: 133 GLA 418920

SCHEDULE C LEGAL DESCRIPTION

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Jersey City, County of Hudson, State of New Jersey:

BEGINNING at a point in the northwesterly sideline of Pine Street distant 157.00 feet southerly from the intersection formed by the northwesterly sideline of Pine Street and the southwesterly sideline of Communipaw Avenue and running; thence

1) South 57 degrees, 00 minutes, 00 seconds West, 53.00 feet to a point; thence

2) North 33, degrees, 00 minutes, 00 seconds West, 112.00 feet to a point; thence

3) North 57 degrees, 00 minutes, 00 seconds East, 53.00 feet to a point; thence

4) South 33 degrees, 00 minutes, 00 seconds East, 112.00 feet to the point and place of BEGINNING.

NOTE FOR INFORMATION ONLY: Being Lot(s) 4.G, Block 2045, Tax Map of the City of Jersey City, County of Hudson.

Issued by:
General Land Abstract Company
One Gateway Center
Suite 2503
Newark, NJ 07102-5311
Telephone: (973) 621-7400
Fax: (973) 621-7483

ALTA Commitment - Schedule A, B1 & B2

FILED
20160420060062330
04/20/2016 10:43:14 AM
MORTGAGES
NUMBER OF PAGES : 5
LPHILLIPS

EXHIBIT C
MORTGAGE RECORDED
IN MERCER COUNTY



INSTR # 2016017059
M BK 11192 PG 750 Pgs 750 - 7547 (5 pgs)
RECORDED 04/11/2016 10:27:59 AM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Mortgage

This mortgage is made on March 10, 2016

BETWEEN

AJIT SINGH BAINS and DILJIT BAINS, whose address is 104 Aspen Drive, West Windsor, New Jersey 08650

referred to as the "Mortgagors"

AND

99 SECOND REALTY LLC, a New York limited liability company whose address is 377 Park Avenue South, 3rd floor, New York, New York 10016

referred to as the "Secured Party"

1. This mortgage is given as collateral pursuant to a Guaranty and Security Agreement of even date made by the mortgagors to the secured party guarantying the liabilities of BLCH I LLC, AJIT BAINS and SATINDER SHARMA to secured party in the amount of \$686,502.13 and securing the guaranty with this mortgage.

2. **Property Mortgaged.** The property mortgaged (called the "Property") to the secured party is located in the Township of West Windsor, County of Mercer and State of New Jersey. The Property includes: (a) the land; (b) all buildings that are now, or will be, located on the land; (c) all fixtures that are now, or will be, attached to the land or building(s) (for example, furnaces, bathroom fixtures and kitchen cabinets); (d) all condemnation awards and insurance proceeds relating to the land and building(s); and (e) all other rights that mortgagors have, or will have, as owner of the Property. The legal description is: Block 70.03, Lot 1.02

See attached Legal Description annexed hereto and made a part hereof.

3. **Rights Given to Secured Party.** Mortgagors mortgage the Property to the secured party. This means that mortgagors give the secured party those rights stated in this Mortgage and also those rights the law gives to secured parties who hold mortgages on real property. When mortgagors pay all amounts due to the secured party under the Guaranty and Security Agreement and this Mortgage, the secured party's rights under this Mortgage will end. The secured party will then cancel this Mortgage at mortgagors' expense.

4. **Promises.** Mortgagors make the following promises to the Secured party:

a. Mortgagors will comply with all of the terms of the Guaranty and Security Agreement and this Mortgage.

b. Mortgagors will make all payments required by the Guaranty and Security Agreement and this Mortgage.

c. **Ownership.** Mortgagors warrant title to the premises (N.J.S.A. 46:9-2). This means mortgagors own the Property and will defend mortgagors' ownership against all claims.

d. **Liens and Taxes.** Mortgagors will pay all liens, taxes, assessments and other government charges made against the Property when due. Mortgagors will not claim any deduction from the taxable value of the Property because of this Mortgage. Mortgagors will not claim any credit against the liabilities payable under the Guaranty and Security Agreement and this Mortgage for any taxes paid on the Property.

MT6
5pgs
\$73.00
314964

e. Insurance. Mortgagors must maintain extended coverage fire or property insurance on the Property. The secured party may also require that mortgagors maintain flood insurance or other types of insurance. The insurance companies, policies, amounts, and types of coverage must be acceptable to the secured party. Mortgagors notify the secured party in the event of any substantial loss or damage. The secured party may then settle the claim on mortgagors' behalf if mortgagors fail to do so. All payments from the insurance company must be payable to the secured party under a "standard mortgage clause" in the insurance policy. The secured party may use any proceeds to repair and restore the Property or to reduce the amount due under the Guaranty and Security Agreement and this Mortgage. This will not delay the due date for any payment under the Guaranty and Security Agreement and this Mortgage.

f. Repairs. Mortgagors will keep the Property in good repair, neither damaging nor abandoning it. Mortgagors will allow the secured party to inspect the Property upon reasonable notice to me.

g. Statement of Amount Due. Upon request of the secured party, mortgagors will certify to the secured party in writing: (a) the amount due on the Guaranty and Security Agreement and this Mortgage, and (b) whether or not mortgagors have any defense to mortgagors obligations under the Guaranty and Security Agreement and this Mortgage.

h. Rent. Mortgagors will not accept rent from any tenant for more than one month in advance.

i. Lawful Use. Mortgagors will use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

5. Eminent Domain. All or part of the Property may be taken by a government entity for public use. If this occurs, mortgagors agree that any compensation be given to the secured party. The secured party may use this to repair and restore the Property or to reduce the amount owed on the Guaranty and Security Agreement and this Mortgage. This will not delay the due date for any further payment under the Guaranty and Security Agreement and this Mortgage. Any remaining balance will be paid to mortgagors.

6. Intentionally Deleted.

7. Payments Made for Mortgagors. If mortgagors do not make all of the repairs or payments as agreed in this Mortgage, the secured party may do so for mortgagors. The cost of these repairs and payments will be added to the liabilities, will bear interest at the same rate provided in the Guaranty and Security Agreement and will be repaid to the secured party upon demand.

8. Default. The secured party may declare that mortgagors in default on the Guaranty and Security Agreement and this Mortgage if:

- a. Mortgagors fail to make any payment required by the Guaranty and Security Agreement and this Mortgage;
- b. Mortgagors fail to keep any other promise mortgagors make in this Mortgage;
- c. the ownership of the Property is changed for any reason;
- d. the holder of any lien on the Property starts foreclosure proceedings; or
- e. bankruptcy, insolvency or receivership proceedings are started by or against any of the mortgagors.

9. Payments Due Upon Default. If the secured party declares that mortgagors are in default, mortgagors must immediately pay the full amount of all unpaid liabilities and other amounts due pursuant to the Guaranty and Security Agreement and this Mortgage and the secured party's costs of collection and reasonable attorney fees.

10. Secured Party's Rights Upon Default. If the secured party declares that the Guaranty and Security Agreement and this Mortgage are in default, the secured party will have all rights given by law or set forth in this Mortgage. This includes the right to do any one or more of the following:

- a. take possession of and manage the Property, including the collection of rents and profits;
- b. have a court appoint a receiver to accept rent for the Property (mortgagors consent to this);
- c. start a court action, known as foreclosure, which will result in a sale of the Property to reduce mortgagors obligations under the Guaranty and Security Agreement and this Mortgage; and
- d. sue mortgagors for any money that mortgagors owe the secured party.

11. Notices. All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the address given in this Mortgage. Address changes may be made upon notice to the other party. Notices shall be deemed received upon delivery or rejection or two (2) days after mailing.

12. No Waiver by Secured Party. Secured party may exercise any right under this Mortgage or under any law, even if secured party has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Secured party does not waive its right to declare that mortgagors are in default by making payments or incurring expenses on mortgagors' behalf.

13. Each Person Liable. This Mortgage is legally binding upon each mortgagors and all who succeed to their responsibilities (such as heirs and executors). The secured party may enforce any of the provisions of the Guaranty and Security Agreement and this Mortgage against any one or more of the mortgagors who sign this Mortgage.


14. No Oral Changes. This Mortgage can only be changed by an agreement in writing signed by both the mortgagors and the secured party.

15. Signatures. Mortgagors agree to the terms of this Mortgage.

Witnessed or Attested by:

NA


ANIL SINGH BAINS


DILJIT BAINS

STATE OF NEW JERSEY, COUNTY OF Merger

SS:

I CERTIFY that on March 10th, 2016, DALJIT BAINS personally came before me and stated to my satisfaction that this person (or if more than one, each person): (a) was the maker of the attached instrument; and, (b) executed this instrument as his or her own act.

Print name and title below signature

STATE OF NEW YORK, COUNTY OF NEW YORK

I CERTIFY that on March 10, 2016, AJIT BAINS personally came before me and stated to my satisfaction that this person (or if more than one, each person): (a) was the maker of the attached instrument; and, (b) executed this instrument as his or her own act.

Print name and title below signature

Rosa M Herrera
Rosa M Herrera
ROSA M. HERRERA
Notary Public
State of New Jersey
My Commission Expires Sept. 05, 2019
I.D.# 2446714

JAY L. YACKOW
NOTARY PUBLIC - STATE OF NEW YORK
NO. 4793749
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES OCT. 31, 2017

MORTGAGE

Dated: March 10, 2016

AJIT SINGH BAINS and DILJIT BAINS

Mortgagors

TO

99 SECOND REALTY LLC

Secured Party.

Record & Return to:

JAY L. YACKOW, ESQ.
355 Post Avenue, Suite 201
Westbury, New York 11501

A-1 LAND SURVEYS, INC.

PROFESSIONAL LAND SURVEYORS
BOX 1192 TRENTON, N.J. 08606

IN NEW JERSEY
PHONE 800-225-5421
FAX 800-995-5421

MORTGAGE TITLE SURVEYS
PROPERTY CORNER STAKEOUTS
SUBDIVISIONS

IN PENNA.
PHONE 215-493-9742
FAX 215-493-9743

Order No. 103-28477
Title No. 65437221

Date 9-16-03

DESCRIPTION OF
PROPERTY FOR:

DALJIT BAINS &
AJIT SINGH
102 Aspen Drive
Township of West Windsor
County of Mercer
New Jersey

THE HEREIN DESCRIBED property, parcel, lot, tract of land, including buildings, structures and improvements thereupon and any additional subordinate rights or privileges relevant thereto, is situated and located in the Township of West Windsor, County of Mercer and State of New Jersey.

BEING known and designated as Tax Lot 1.02, Block 30.03, Page 42.01, Township of West Windsor and being more particularly bounded and described as follows to wit:

BEGINNING at a point in the Easterly line of Aspen Drive, 50.00 feet wide, said point being the Southerly terminus of a 25.00 foot radius arc connecting the Southerly line of Sundance Court, 50.00 feet wide, with the Easterly line of Aspen Drive and running; thence

- (1) Along the Easterly line of Aspen Drive, South 22 degrees 08 minutes 32 seconds West, a distance of 301.16 feet to a point; thence
- (2) North 67 degrees 31 minutes 28 seconds East, a distance of 358.17 feet to a point, in line with lot 2; thence
- (3) Along a portion of lot 2, North 17 degrees 30 minutes East, a distance of 331.44 feet to a point in the Southerly line of Sundance Court; thence
- (4) Along the Southerly line of Sundance Court, North 67 degrees 51 minutes 28 seconds West, a distance of 277.65 feet to a point; thence
- (5) Along same, and along an arc having a radius of 25.00 feet and curving to the left, a distance of 39.27 feet to the point and place of BEGINNING

SAID above described tract of land being known as Lot 1.02, Block 30.03, as shown on a map entitled "Final Map of King's Hollow" filed in the Mercer County Clerk's Office on January 19, 1995 as Map No. 3192.

SUBJECT to a 40.00 foot front setback line as shown on the above referenced filed map.

ALSO subject to a 5.00 foot wide utility easement, running along Aspen Drive, as shown on the above referenced filed map.

ALSO subject to a conservation easement as shown on the above referenced filed map.

ALSO subject to a sight triangle easement as shown on the above referenced filed map.

ALSO subject to all restrictions and easements of record, if any.

AS shown on a plan prepared by A-1 Land Surveys, dated 9-16-03, File No. 103-28477.

MAX V. RAFFAELLE
N.J.P.L.S. 35869

DATE

EXHIBIT D
LETTER OF DEMAND DATED
DECEMBER 2, 2016

99 Second Realty LLC
377 Park Avenue South, 3rd Floor
New York, New York 10016
(212) 213-2500

VIA FEDERAL EXPRESS
AND FIRST CLASS MAIL

December 2, 2016

BLCH I LLC
99 Second Avenue
New York, New York 10003

Re: 99 Second Realty LLC vs. BLCH I LLC
Premises: The Store and Partial Basement
thereunder in the Building known as
99 Second Avenue
New York, New York 10003
Index No. 60272/2013

Dear Sirs:

Please be advised that you are in default of the Stipulation of Settlement dated March 10, 2016 as you have failed to pay the Arrears Payments and the Current Rent Payments as provided therein. A copy of the Stipulation is enclosed.

As per the attached Arrears Payments and Current Rent Payments Schedule and the Ledger, there is currently the sum of \$197,806.19 due and owing.

Pursuant to the Stipulation, five (5) days written notice to cure is hereby given.

In the event that a bank or certified check in the amount of \$197,806.19 made payable to "99 Second Realty LLC" is not received within five (5) days from the date hereof at the landlord's office, we will be left with no alternative but to enforce the terms of the Stipulation.

This will include but not be limited to, proceeding with the Marshal's re-execution of the Warrant of Eviction, commencing an action against the guarantors for recovery of all sums due and owing including costs and expenses and attorney's fees and/or foreclosing the mortgages executed as collateral for the guarantees.

Please be guided accordingly.

99 Second Realty LLC

Encls.

cc: Jay L. Yackow, Esq. (VIA E-MAIL)

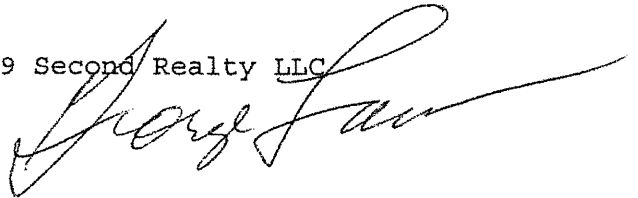


EXHIBIT E
PLAINTIFF'S LEDGER

Statement

BLCH I, LLC
99 Second Avenue, 2nd Flo
New York, NY 10003

Date
May 15, 2020

Date	Description	Charges	Payments	Balance
03/10/2014	NSF Check	7,942.52		118,052.74
03/11/2014	Late Fees	382.45		118,435.19
03/26/2014	Legal Fees	123.76		118,558.95
04/01/2014	Rent	7,649.00		126,207.95
04/11/2014	Late Fees	382.45		126,590.40
05/01/2014	Rent	7,649.00		134,239.40
05/11/2014	Late Fees	382.45		134,621.85
05/21/2014	Payment		10,194.00	124,427.85
06/01/2014	Rent	7,649.00		132,076.85
06/11/2014	Late Fees	382.45		132,459.30
07/01/2014	Rent	7,649.00		140,108.30
07/08/2014	Payment		8,000.00	132,108.30
07/11/2014	Late Fees	382.45		132,490.75
08/01/2014	Rent	7,649.00		140,139.75
08/11/2014	Late Fees	382.45		140,522.20
08/19/2014	Payment		7,649.00	132,873.20
09/01/2014	Rent	7,649.00		140,522.20
09/12/2014	Late Fees	382.45		140,904.65
10/01/2014	Rent	7,649.00		148,553.65
10/11/2014	Late Fees	382.45		148,936.10
11/01/2014	Rent	7,649.00		156,585.10
11/10/2014	Payment		7,649.00	148,936.10
11/11/2014	Late Fees	382.45		149,318.55
12/01/2014	Rent	7,649.00		156,967.55
12/05/2014	Payment		15,000.00	141,967.55
12/11/2014	Late Fees	382.45		142,350.00
01/01/2015	Rent	7,649.00		149,999.00
01/07/2015	Payment		7,649.00	142,350.00
01/11/2015	Late Fees	382.45		142,732.45
02/01/2015	Rent	7,878.00		150,610.45
02/10/2015	Payment		7,649.00	142,961.45
03/01/2015	Rent	7,878.00		150,839.45
03/09/2015	Payment		7,649.00	143,190.45
03/11/2015	Late Fees	393.90		143,584.35
03/20/2015	Legal Fees	303.58		143,887.93
04/01/2015	Rent	7,878.00		151,765.93
04/11/2015	Late Fees	393.90		152,159.83
04/15/2015	Payment		7,649.00	144,510.83
04/23/2015	NSF Check Fee	25.00		144,535.83
04/23/2015	NSF Check	7,649.00		152,184.83
05/01/2015	Rent	7,878.00		160,062.83
05/05/2015	Payment		25,000.00	135,062.83
05/11/2015	Late Fees	393.90		135,456.73
06/01/2015	Rent	7,878.00		143,334.73
06/08/2015	Payment		7,818.00	135,516.73
06/11/2015	Late Fees	393.90		135,910.63
07/01/2015	Rent	7,878.00		143,788.63
07/11/2015	Late Fees	393.90		144,182.53
08/01/2015	Rent	7,878.00		152,060.53
08/11/2015	Late Fees	393.90		152,454.43
08/20/2015	Payment		7,818.00	144,636.43

Statement

BLCH I, LLC
99 Second Avenue, 2nd Flo
New York, NY 10003

Date
May 15, 2020

Date	Description	Charges	Payments	Balance
08/31/2015	NSF Check Fee	25.00		144,661.43
08/31/2015	NSF Check	7,818.00		152,479.43
09/01/2015	Rent	7,878.00		160,357.43
09/11/2015	Payment		7,818.00	152,539.43
09/11/2015	Late Fees	393.90		152,933.33
10/01/2015	Rent	7,878.00		160,811.33
10/11/2015	Late Fees	393.90		161,205.23
10/27/2015	Payment		7,818.00	153,387.23
11/01/2015	Rent	7,878.00		161,265.23
11/02/2015	NSF Check Fee	25.00		161,290.23
11/02/2015	NSF Check	7,818.00		169,108.23
11/04/2015	Payment		7,818.00	161,290.23
11/10/2015	Late Fees	393.90		161,684.13
11/12/2015	Payment		7,818.00	153,866.13
11/17/2015	NSF Check Fee	25.00		153,891.13
11/17/2015	NSF Check	7,818.00		161,709.13
12/01/2015	Rent	7,878.00		169,587.13
12/11/2015	Late Fees	393.90		169,981.03
01/01/2016	Rent	7,878.00		177,859.03
01/11/2016	Late Fees	393.90		178,252.93
01/21/2016	Payment		7,818.00	170,434.93
02/01/2016	Rent	8,114.00		178,548.93
02/08/2016	Payment		5,000.00	173,548.93
02/11/2016	Late Fees	405.70		173,954.63
03/01/2016	Rent	8,114.00		182,068.63
03/11/2016	Late Fees	405.70		182,474.33
04/01/2016	Rent	8,114.00		190,588.33
04/11/2016	Late Fees	405.70		190,994.03
05/01/2016	Rent	8,114.00		199,108.03
05/11/2016	Late Fees	405.70		199,513.73
05/27/2016	Payment		100,000.00	99,513.73
05/31/2016	FOR COLLECTION		99,513.73	0.00

Statement

BLCH I, LLC
99 Second Avenue, STORE
New York, NY 10003

Date
May 15, 2020

Date	Description	Charges	Payments	Balance
12/05/2016	NSF Check Fee	25.00		554,005.84
12/05/2016	NSF Check	5,000.00		559,005.84
12/20/2016	Payment		6,500.00	552,505.84
12/20/2016	Payment		7,000.00	545,505.84
12/28/2016	Payment		6,500.00	539,005.84
01/01/2017	Rent	20,867.00		559,872.84
01/01/2017	Real Estate Taxes	1,095.00		560,967.84
01/17/2017	Payment		10,000.00	550,967.84
01/23/2017	Payment		10,000.00	540,967.84
02/01/2017	Rent	21,493.00		562,460.84
02/01/2017	Real Estate Taxes	1,095.00		563,555.84
03/01/2017	Rent	21,493.00		585,048.84
03/01/2017	Real Estate Taxes	1,095.00		586,143.84
03/01/2017	Payment		4,000.00	582,143.84
03/20/2017	Payment		13,500.00	568,643.84
03/20/2017	Payment		5,500.00	563,143.84
03/20/2017	Payment		3,000.00	560,143.84
04/01/2017	Rent	21,493.00		581,636.84
04/01/2017	Real Estate Taxes	1,095.00		582,731.84
04/19/2017	Payment		7,000.00	575,731.84
04/19/2017	Payment		3,000.00	572,731.84
04/19/2017	Payment		12,000.00	560,731.84
04/27/2017	Water & Sewer (10/27/2016 - 1/23/2017)	4,421.76		565,153.60
04/27/2017	Water and Sewer (Service Fee)	150.00		565,303.60
05/01/2017	Rent	21,493.00		586,796.60
05/01/2017	Real Estate Taxes	1,095.00		587,891.60
05/04/2017	Water & Sewer (1/23/2017 - 4/26/2017)	3,869.04		591,760.64
05/04/2017	Water and Sewer (Service Fee)	150.00		591,910.64
05/17/2017	Payment		10,000.00	581,910.64
05/17/2017	Payment		6,000.00	575,910.64
05/17/2017	Payment		4,000.00	571,910.64
05/23/2017	Payment		4,000.00	567,910.64
06/01/2017	Rent	21,493.00		589,403.64
06/01/2017	Real Estate Taxes	1,095.00		590,498.64
06/20/2017	Payment		10,000.00	580,498.64
06/27/2017	Payment		6,000.00	574,498.64
06/27/2017	Payment		6,000.00	568,498.64
07/01/2017	Rent	21,493.00		589,991.64
07/01/2017	Real Estate Taxes	1,298.00		591,289.64
07/17/2017	Payment		12,000.00	579,289.64
08/01/2017	Rent	21,493.00		600,782.64
08/01/2017	Real Estate Taxes	1,298.00		602,080.64
08/03/2017	Payment		5,000.00	597,080.64
08/03/2017	Payment		5,000.00	592,080.64
08/25/2017	Payment		10,000.00	582,080.64
08/25/2017	Payment		6,000.00	576,080.64
08/25/2017	Payment		6,000.00	570,080.64
09/01/2017	Rent	21,493.00		591,573.64
09/01/2017	Real Estate Taxes	1,298.00		592,871.64
10/01/2017	Rent	21,493.00		614,364.64
10/01/2017	Real Estate Taxes	1,298.00		615,662.64

Statement

BLCH I, LLC
99 Second Avenue, STORE
New York, NY 10003

Date
May 15, 2020

Date	Description	Charges	Payments	Balance
10/02/2017	Payment		5,000.00	610,662.64
10/02/2017	Payment		1,000.00	609,662.64
10/17/2017	Payment		2,000.00	607,662.64
10/17/2017	Payment		1,000.00	606,662.64
10/17/2017	Payment		5,000.00	601,662.64
10/23/2017	Payment		5,000.00	596,662.64
10/23/2017	Payment		1,000.00	595,662.64
10/23/2017	Payment		5,000.00	590,662.64
10/23/2017	Payment		1,000.00	589,662.64
10/31/2017	NSF Check Fee	25.00		589,687.64
10/31/2017	NSF Check	1,000.00		590,687.64
10/31/2017	NSF Check Fee	25.00		590,712.64
10/31/2017	NSF Check	1,000.00		591,712.64
10/31/2017	NSF Check Fee	25.00		591,737.64
10/31/2017	NSF Check	5,000.00		596,737.64
10/31/2017	NSF Check Fee	25.00		596,762.64
10/31/2017	NSF Check	5,000.00		601,762.64
11/01/2017	Rent	21,493.00		623,255.64
11/01/2017	Real Estate Taxes	1,298.00		624,553.64
11/01/2017	Water & Sewer (7/18/17 - 10/23/17)	8,271.06		632,824.70
11/06/2017	Payment		5,000.00	627,824.70
11/06/2017	Payment		1,000.00	626,824.70
11/20/2017	Payment		21,000.00	605,824.70
12/01/2017	Rent	21,493.00		627,317.70
12/01/2017	Real Estate Taxes	1,298.00		628,615.70
12/14/2017	Payment		22,000.00	606,615.70
01/01/2018	Rent	21,493.00		628,108.70
01/01/2018	Real Estate Taxes	1,298.00		629,406.70
01/18/2018	Payment		10,000.00	619,406.70
01/22/2018	Payment		10,000.00	609,406.70
02/01/2018	Rent	22,138.00		631,544.70
02/01/2018	Real Estate Taxes	1,298.00		632,842.70
02/02/2018	Water & Sewer (10/23/2017 - 1/22/2018)	5,142.27		637,984.97
02/02/2018	Water and Sewer (Service Fee)	150.00		638,134.97
02/07/2018	Payment		2,000.00	636,134.97
02/20/2018	Payment		4,000.00	632,134.97
02/20/2018	Payment		18,000.00	614,134.97
02/23/2018	NSF Check Fee	25.00		614,159.97
02/27/2018	NSF Check	4,000.00		618,159.97
03/01/2018	Rent	22,138.00		640,297.97
03/01/2018	Real Estate Taxes	1,298.00		641,595.97
03/05/2018	Payment		4,040.00	637,555.97
03/20/2018	Payment		10,000.00	627,555.97
03/26/2018	Payment		10,000.00	617,555.97
03/26/2018	Payment		2,000.00	615,555.97
03/30/2018	NSF Check Fee	25.00		615,580.97
03/30/2018	NSF Check	10,000.00		625,580.97
04/01/2018	Rent	22,138.00		647,718.97
04/01/2018	Real Estate Taxes	1,298.00		649,016.97
04/02/2018	Payment		10,000.00	639,016.97
04/18/2018	Payment		20,000.00	619,016.97

Statement

BLCH I, LLC
99 Second Avenue, STORE
New York, NY 10003

Date

May 15, 2020

Date	Description	Charges	Payments	Balance
04/25/2018	Water & Sewer (1/22/18 - 4/23/18)	4,017.09		623,034.06
04/25/2018	Water & Sewer (Service Fee)	150.00		623,184.06
05/01/2018	Rent	22,138.00		645,322.06
05/01/2018	Real Estate Taxes	1,298.00		646,620.06
06/01/2018	Rent	22,138.00		668,758.06
06/01/2018	Real Estate Taxes	1,298.00		670,056.06
07/01/2018	Rent	22,138.00		692,194.06
07/01/2018	Real Estate Taxes	1,298.00		693,492.06
07/18/2018	Water & Sewer (4/23/2018 - 7/16/2018)	4,708.00		698,200.06
07/18/2018	Water and Sewer (Service Fee)	150.00		698,350.06
08/01/2018	Real Estate Taxes	1,298.00		699,648.06
08/01/2018	Rent	22,138.00		721,786.06
11/19/2019	FOR COLLECTION		721,786.06	0.00